

1 MS. DAWSON: Object to the form of
2 the question.

3 Q (By Mr. Futscher) You also said that he was
4 instructed on numerous occasions on how to handle
5 diminished value claims.

6 First of all, who instructed him on how to handle
7 diminished value claims?

8 A That would be, again, Toby Rollins, myself.

9 Q What instruction did you give to Mr. Fromm as to how
10 he was to handle diminished value claims?

11 A Again, this is as best of my recollection at the time.

12 I will give you some things that I would have
13 instructed him that are-- many of which are still
14 things that we do, but again, not limited to.

15 If an individual makes a claim for diminished
16 value, the first thing we do is we look to see if--
17 the type of coverage that the original loss was paid,
18 the direct damages, in the state of Washington is that
19 eligible for diminished value, yes or no.

20 If the answer is yes, we would have a conversation
21 with that customer, explain to them what the
22 difference between inherent diminished value and
23 repair-related diminished value are.

24 The purpose for that is to ensure that what
25 they're claiming as diminished value isn't a poor

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1 repair.

2 We would then explain to them that we would need--
3 that the diminished value doesn't necessarily exist on
4 every car or every loss, that we need to have some
5 sort of basis for which we agree that there is
6 diminished value. We would explain what that would
7 be.

8 Typically the best way to try to determine, and
9 again there's no objective measure that I'm aware of,
10 but there are folks that don't work for Safeco, don't
11 work-- are not associated with that customer who are,
12 quote, unquote, "diminished value appraisers," that
13 the customer could utilize, and we would, you know,
14 again explain to the customer, answer any questions
15 they would have regarding the process.

16 If the customer comes back with an objective,
17 "Okay. Here is what I think is diminished value," we
18 would review that.

19 In some cases, and again it's going to depend on
20 the situation-- we would also look to see if-- what
21 kind of mileage the vehicle had, the nature of the
22 damage to the vehicle, how severe was the damage,
23 what's the year of the vehicle, the type of vehicle,
24 and if they were able to show that there's some-- a
25 pretty high likelihood that this may have inherent

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1 diminished value.

2 We've already-- again, I mentioned repair-related
3 versus inherent. We made that determination that to
4 the best of my knowledge this is a potentially
5 inherent diminished value.

6 We many, many times would hire, on our behalf, an
7 independent third party to analyze the diminished
8 value. At which point, depending on what that was, we
9 would potentially offer that amount if it was
10 determined, based on an objective source, that there
11 was a likelihood of diminished value.

12 Q At the time you were giving these instructions to
13 Mr. Fromm as far as how he was to handle diminished
14 value claims, where did you get the information from
15 as far as this would be the way to handle a diminished
16 value claim?

17 A Sure.

18 I don't recall specifically all the ways I got
19 that information, other than having conversations with
20 my supervisor, with others in Safeco.

21 I have-- one of the individuals we have used in
22 the state of Washington is a gentleman by the name of
23 Mark Olson.

24 I have had conversations with Mark regarding
25 diminished value, so a variety of sources.

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1 Q All right. Now, with respect to others in Safeco, you
2 mentioned Mr. Rollins.

3 Was there anyone else in Safeco that would have
4 been outside of your midwestern region that you would
5 have discussed how to handle diminished value claims
6 with?

7 MS. DAWSON: Object to the form of
8 the question.

9 You meant to say northwestern region.

10 MR. FUTSCHER: Did I say
11 "northwest"?

12 MS. DAWSON: You said "midwestern
13 region."

14 MR. FUTSCHER: I did?

15 MS. DAWSON: Yes, you did.

16 THE WITNESS: Yeah, you did.

17 MS. DAWSON: I'm listening.

18 THE WITNESS: I don't recall.

19 I mean, again, this is a few years ago.

20 Q (By Mr. Futscher) I understand.

21 Let me ask you this: As a unit manager, did you
22 ever go to any meetings with other unit managers at
23 Safeco?

24 A Yes.

25 Q Did you ever go to any meetings with other unit

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1 A They're referred to as unit leader.

2 Q And a product line manager, what are they known as
3 today?

4 A Again, it's kind of a long title, field claim office
5 manager.

6 Q Although the titles have changed, are the job duties
7 that we discussed previously still pretty close to the
8 job duties these people would continue to have at
9 Liberty Mutual?

10 A I would say that's fairly similar, yes.

11 Getting close to needing to--

12 Q Take a break?

13 A Yeah.

14 MR. FUTSCHER: How much time do I
15 have on the tape?

16 VIDEOGRAPHER: There are 11 minutes
17 left on the tape.

18 THE WITNESS: We can go for a little
19 bit longer.

20 MR. FUTSCHER: Because we'll
21 probably take a lunch after this break.

22 THE WITNESS: We'll go 11 minutes.

23 Q (By Mr. Futscher) When you were going through the
24 instructions you gave to Mr. Fromm, one of the things
25 that you stated that Mr. Fromm was to explain to

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1 customers was that DV does not exist on every car and
2 they needed to present a basis for what the DV was
3 based on, and one of the things that you said was they
4 could have an independent appraisal done.

5 Do you recall that?

6 A Yes.

7 Q What other basis would Safeco accept as a demand for
8 diminished value claim?

9 Let me say this too, for the rest of the
10 deposition when I talk about diminished value, I'm
11 talking about inherent diminished value as you defined
12 it, okay?

13 A Okay.

14 Q All right. So other than an independent appraisal,
15 what would be other bases that a customer could submit
16 to support an inherent diminished value claim?

17 A DV-- diminished value in and of itself is extremely
18 subjective, in my judgment, so while I say an
19 independent evaluation, again that's-- is there an
20 objective-- is there a corner on an objective
21 evaluation? I would say no.

22 With that said, you know, if the customer were to
23 show some other fashion, an objective form or fashion,
24 a reasonable case that there was inherent diminished
25 value suffered on a car, we would consider that as a

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1 case-by-case basis.

2 Q Well, from years of experience, when someone did not
3 submit an independent appraisal, what other basis did
4 you accept, other than an independent appraisal, to
5 establish diminished value?

6 A If a customer has potentially done research on values
7 of vehicles and can present a reasonable case that
8 based on the severity or type of damage that they
9 suffered inherent diminished value, we would
10 potentially consider that.

11 If the customer sold the vehicle or a dealership
12 sold the vehicle and the actual sales price was less
13 than the retail at the time of the loss, and again I'm
14 not talking a trade-in value -- I'm talking a retail
15 sales price -- and that customer had disclosure, we
16 would use that as a potential for a diminished value
17 payment.

18 Q Anything else you can think of over the years that
19 you've accepted as a basis for a diminished value
20 payment?

21 A Again, it depends case by case.

22 Those are two off the top of my head that I can
23 think of at this point.

24 Q I understand that, but I'm just asking off the top of
25 your head or otherwise, can you recall any other basis

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1 that you've used, as we're sitting here today?

2 A I would say that the first one I gave you is pretty
3 broad, so there's some ability to evaluate their
4 customer's research, and that, again, would depend on
5 what that research was, so there might be some other
6 different scenarios in there that would be different.

7 Q So as we sit here today, what you've told me is what
8 you can recall at this point in time as far as
9 different bases that customers may have presented to
10 your region as entitlement to diminished value?

11 A Yeah, those are a few, yes.

12 Q When you say "those are a few," it makes me think that
13 you know more.

14 Do you know of any more that you can tell me
15 today?

16 A Yeah, I mean, I can say a customer will come often
17 with, you know, quotes from dealers, and in my
18 judgment that does not constitute an objective source
19 to prove diminished value.

20 The dealer, they have, obviously, an interest in
21 selling that car for as much as possible and taking as
22 little as possible for trade-in, potentially, so that
23 would not be something-- that's an example of
24 something that isn't, but-- potentially, but again, it
25 would depend on the claim.

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1 Each claim we look at on its own merits, so there
2 might be a claim where a customer did present that,
3 and in looking at all factors, the claim was
4 reasonable in nature or we would potentially
5 consider--

6 Q But as part of a general basis, you don't typically
7 accept dealers' quotes as a basis for diminished
8 value?

9 A It depends. It depends upon what it is, depends upon
10 the amount, depends upon the car, but with that
11 recognition that there are some bias there that's
12 inherent within that dealer's perception.

13 Q When you instructed Mr. Fromm to explain to customers
14 who were submitting a diminished value claim the basis
15 for diminished value, did he go through with them
16 these various options that they could present to try
17 and submit a diminished value claim?

18 MS. DAWSON: Object to the form of
19 the question; lack of foundation.

20 THE WITNESS: Again--

21 Q (By Mr. Futscher) Let me ask it a different way for
22 you.

23 Did you instruct him to let potential diminished
24 value customers know that "These are the things we
25 want you to submit to support a diminished value

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1 claim, that being an independent appraisal or research
2 or quotes from dealers"?

3 A I mean, I've instructed Ron and others that diminished
4 value needs to be looked at independently, based on a
5 myriad of factors I've already talked about, and that
6 these are-- an independent evaluation from an
7 independent adjuster on diminished value, the
8 customer's own work that has some level of objectivity
9 to it, those are a couple-- as I said before, those
10 are two methods in which I've instructed Ron and
11 others to explain to the customer, educate the
12 customer on what inherent diminished value is.

13 MR. FUTSCHER: We're down to five
14 minutes. Let's go ahead and take a break here.

15 VIDEOGRAPHER: As we go off the
16 record, this is the end of Disc No. 1. The time is
17 12:14.

18 (Lunch recess 12:14 to 1:14 p.m.)

19
20 VIDEOGRAPHER: We are now back on
21 the record. The time is 1:14.

22 Q (By Mr. Futscher) Mr. Stave, we were talking this
23 morning about the instructions that you gave to
24 Mr. Fromm with respect to handling a DV claim.

25 Did those continue to be the instructions that you

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1 gave to him when you were a product line manager as
2 far as how to handle a diminished value claim?

3 A Yes, and let me be clear that the instructions I gave
4 you are not necessarily a complete list, but it's a
5 general review.

6 Q It's the best list that you can give to me as we sit
7 here today; is that correct?

8 A As you're asking me off the cuff, I think it's a
9 pretty good representation, yes.

10 Q Okay. Did you think of anything else over lunch that
11 you would add to that list?

12 A Perhaps you could read it back to me or the court
13 reporter could read it back to me.

14 Q Well, is there anything else that you thought of
15 without having it read back to you?

16 A Sure.

17 One of the things that I think is important to
18 note is that in part of the analysis we make sure that
19 we-- if there is potential diminished value, we make
20 sure that we get an accurate actual cash value, and
21 when I say "accurate cash value," it's important
22 because you're basing actual cash value before the
23 loss versus an actual cash value of inherent potential
24 perception of diminished value.

25 To do that we will run a CCC evaluation, and in

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1 that evaluation, and this is true as a general
2 practice, we make absolutely or we have absolutely no
3 distinction or no penalty or no deduction for a
4 vehicle that has been in an accident and repaired. It
5 is-- the actual cash value is the same regardless if
6 the vehicle has been in an accident, repaired
7 appropriately, or it has not.

8 That is one comment I would make that's-- that is
9 that it is something that we do to determine
10 diminished value or potential diminished value.

11 Q What's the purpose of running the CCC evaluation?

12 A To determine an actual cash value of the vehicle.

13 Q And actual cash value of the vehicle prior to the
14 loss?

15 A Yes.

16 Q Anything else you thought of that you would add to the
17 list of instructions that you gave to Mr. Fromm as far
18 as how he was to handle diminished value claims?

19 A We-- again, I believe I mentioned this, but I'll
20 expand a little bit. I mean, when we're talking to
21 the customer, we are clear and we will make sure--
22 will ask the question if the vehicle has had any other
23 damage to the vehicle that has been repaired. We'll
24 determine if the customer is the owner of the vehicle,
25 do they lease the vehicle, are they the legal owner.

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1 We'll evaluate the vehicle for post repairs. In
2 most situations we will do so by photos or look at the
3 estimate.

4 There are times where we'll actually physically go
5 and inspect the vehicle or a company that we-- an
6 individual that we hire will do the same thing,
7 physically inspect the vehicle for post repair
8 quality.

9 Q Is that primarily to look for repair-related
10 diminished value?

11 A Well, it's a couple of things.

12 We want to see that the vehicle is repaired.

13 Perhaps the customer has turned in an estimate of
14 damages and never fixed the car, in which case that
15 has to be addressed clearly, but it's also, as you
16 said, to ensure that the quality of repairs are good
17 quality.

18 Q With those additional instructions, would that-- as
19 best you can recall here today, would be the
20 instructions that you had given to Mr. Fromm
21 throughout the time that you were a unit manager and
22 then throughout the time you were the product line
23 manager?

24 A Yeah, with the overall caveat that we consider each
25 claim in its own value, we evaluate each claim

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1 depending upon the factors associated with that
2 individual claim, and that he, you know, or his
3 people-- or the people that are doing the diminished
4 value handling report any settlement-- potential
5 settlement or any potential payment to either him up
6 to a thousand or to me from a thousand to \$2,500.
7 Q Other than Mr. Fromm, who else handles diminished
8 value claims within your geographic region today?
9 A Right now? Are you asking me currently?
10 Q Yes.
11 A In Oregon I have two unit leaders that will have
12 diminished value be reported to them. One gentleman
13 is Ron Blair, a gentleman is Jerry Veach.
14 Q And you said their position is that of a unit leader?
15 A Same as Mr. Fromm.
16 Q Okay.
17 A And then there are a handful of claims examiners
18 within my region that-- excuse me, the new term for
19 them, field specialist one, two, or three, that handle
20 diminished value as well.
21 Q Can you identify those by name?
22 A Yeah, as I'm sitting I think I can give you a good
23 representation list.
24 In Washington an individual by the name of Shalene
25 Ryan, an individual by the name of Beth Overby, a

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1 attention-- let me start over.

2 If diminished value is not brought to your
3 attention by the customer, am I correct in stating
4 that it's not something that, within your region, the
5 field specialist would either educate or make sure
6 that the customer understands that they could be
7 entitled to diminished value payment under their
8 policy?

9 MS. DAWSON: Object to the form of
10 the question.

11 THE WITNESS: That was a long--
12 Q (By Mr. Futscher) It was a long question.

13 I was trying to take your long answer and make
14 sure we are on the same page.

15 A It is not part of the workflow, when they're looking
16 at the car, to explain to the customer every possible
17 indirect damage that may occur as a result of the
18 loss.

19 If-- we do, however, tell them that any
20 loss-related damages that we're aware of, that the
21 customer makes us aware of, we will address.

22 Q Okay. You stated that "We are aware of or the
23 customer makes us aware of," correct?

24 A That we are aware of that is-- for example, when I
25 make that statement, if-- like I said before, if there

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1 is frame-related damage to the rear of the car and as
2 a result the front end of the vehicle sways the
3 opposite direction, and it's at the shop, we're doing
4 a supplement, we see the frame specs, that's indirect
5 damage that at that time-- okay. We are aware of that
6 and we'll address that.

7 Q Are you saying then that from the experience of
8 Safeco, within the region that you're working, that
9 when a vehicle sustains significant structural damage,
10 that one of the damages you're not aware of is
11 diminished value damage?

12 MS. DAWSON: Object to the form of
13 the question.

14 THE WITNESS: I think that that's a
15 very simple way of looking at it.

16 I think that there could be cars with significant
17 structural damage that do not have inherent diminished
18 value, and I can give you examples of ones that I
19 believe would not.

20 Q (By Mr. Futscher) Could you give me examples of ones
21 you believe do and, in fact, have, in fact, paid
22 diminished value on?

23 A There may be diminished value potentially on-- you
24 know, if it's a newer car and, you know, the
25 customer-- it's significant damage to that car, that

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1 might be one that might have diminished value.

2 However, I have seen examples, and we've tracked
3 them, where the vehicle has been repaired and the
4 vehicle was sold at retail or better than retail, so
5 even in that scenario, the worst-- you know, the
6 typical case that you might be alluding to, and this
7 is a real high-end vehicle with significant damage, it
8 may not have diminished value.

9 It depends upon the quality of the repair, depends
10 upon the type of the vehicle.

11 There's lots of factors that it could depend upon.

12 While I may look at that and say, "That might have
13 diminished value," it just as well may not.

14 Q And if you looked at it and said, "It might well have
15 diminished value," am I correct that unless the
16 insured asks you to specifically look at that, you
17 wouldn't advise them that you thought it might have
18 diminished value?

19 MS. DAWSON: Object to the form of
20 the question.

21 THE WITNESS: Again, it's a-- it's
22 something that is highly subjective and case by case,
23 and there's many different factors.

24 Q (By Mr. Futscher) My question was directly to you.

25 You said in a situation like that you might think

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1 that it has diminished value, and my question is if
2 you thought that--

3 A Might or might not.

4 Q Okay. But you said it might, and if you thought that
5 it might have diminished value, was that something you
6 would advise the customer, even if the customer had
7 not asked you to look at diminished value?

8 MS. DAWSON: Object to the form of
9 the question; mischaracterizes the witness's prior
10 testimony.

11 THE WITNESS: We're going to address
12 the damages that we can identify, we can see, and
13 we're going to not assume that there's damages that
14 may or may not be as a result of the loss, and that
15 would include diminished value.

16 Q (By Mr. Futscher) You said that you had examples
17 where you were tracking vehicles.

18 When did that take place?

19 A I can't give you an exact time or date, but we have,
20 on a couple different occasions, and we've also worked
21 with some independent adjusters, we've-- in Washington
22 you have the ability to, as an insurance company,
23 obtain a copy of a bill of sale on a vehicle, and so
24 if you have a vehicle that has suffered X damage, it's
25 repaired, and we know that this was the ACV before the

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1 STATE OF WASHINGTON) I, Terilynn Pritchard, RPR, CRR,
2 County of King) ss CCR # 2047, a duly authorized
3 Notary Public in and for the State
of Washington, residing at
Auburn, do hereby certify:

4
5 That the foregoing deposition of MICHAEL G. STAVE
6 was taken before me and completed on November 12, 2009, and
7 thereafter was transcribed under my direction; that the
8 deposition is a full, true and complete transcript of the
testimony of said witness, including all questions, answers,
objections, motions and exceptions;

9 That the witness, before examination, was by me
10 duly sworn to testify the truth, the whole truth, and
nothing but the truth, and that the witness reserved the
right of signature;

11 That I am not a relative, employee, attorney or
12 counsel of any party to this action or relative or employee
13 of any such attorney or counsel and that I am not
financially interested in the said action or the outcome
thereof;

14 That I am herewith securely sealing the said
15 deposition and promptly delivering the same to
Attorney Van Bunch.

16 IN WITNESS WHEREOF, I have hereunto set my hand
17 and affixed my official seal this 16th day of November,
2009.

18
19
20
21 Terilynn Pritchard, CCR, RPR, CRR
22 Notary Public in and for the State
23 of Washington, residing at
24 Auburn.
25

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EXHIBIT A-6

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ISSUE DATE JAN 13, 2009SAFECO INSURANCE COMPANIES
NORTHWEST ACCOUNTING
P.O. BOX C-34920 WA 98124
SEATTLECLAIM NO. 756171923007
ACS REF NO. 21A070581436
POLICY NO. H01892042
LOSS DATE 01-11-07CUSTOMER:
JELLA J STEELE
PHONE NO: (800) 332-3226AGENT: 01-0560
MICHAEL J PERSHA

Safeco Insurance Company of Illinois

MARTIN L HOVENKOTTER
1911 NELSON STREET
DUPONT WA 98327

AMOUNTS PAID THIS CHECK:

200.00 UMPD UMPD PROPERTY DAMAGE

**200.00 TOTAL PAID THIS CHECK
INSURED: HOVENKOTTER, MARTIN L
BEHALF OF: HOVENKOTTER, MARTIN L
PAYMENT OF: REFUND AS \$300.00 UMPD APPLIED TO LOSS

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In Payment of REFUND AS \$300.00 UMPD APPLIED TO LOSS

PAY TO THE ORDER OF

AMOUNT 200.00 COVERAGE UMPD
MARTIN L HOVENKOTTER
1911 NELSON STREET
DUPONT WA 98327

DOLLARS CENTS

\$ ***200.00

ISS DATE 01-11-07
POLICY H01892042ACS CONTROLLED DISBURSEMENT
130880

NO HUNDRED DOLLARS AND NO CENTS

Safeco Northern Trust Company
Chicago, IL
Safeco Insurance Company of America
One American Lane, Cedar Rapids, IAINSURED: HOVENKOTTER, MARTIN L
MICHAEL J PERSHA
01-0560 21A070581436Michael J Persha
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Hovenkotter0067

EXHIBIT A-7

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARTIN HOVENKOTTER,)
)
 Plaintiff,)
)
 vs.) No. 2:09-cv-00218 JLR
)
 SAFECO INSURANCE COMPANY)
 OF ILLINOIS,)
)
 Defendants.)
 _____)

DEPOSITION OF **MICHAEL D. CARROLL**
Friday, February 19, 2010 9:22 a.m.

**VERBATIM
VIDEO TRANSCRIPT
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Nell McCallum & Associates
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IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARTIN HOVENKOTTER,)
)
Plaintiff,)
)
vs.) No. 2:09-cv-00218 JLR
)
SAFECO INSURANCE COMPANY)
OF ILLINOIS,)
)
Defendants.)
_____)

Deposition of **MICHAEL D. CARROLL**, taken
on behalf of Plaintiff at 3 Park Plaza, Suite
2000, Irvine, California 92614, commencing at
9:22 a.m., Friday, February 19, 2010, before
Debra Kottke, CSR No. 7422, pursuant to Notice.

Nell McCallum & Associates
(409) 838-0333

Irvine, California

Friday, February 19, 2010 9:22 a.m.

* * * *

VIDEO OPERATOR: Good morning. Here begins media No. 1 of the deposition of Michael Carroll in the matter of Hovenkotter versus Safeco Insurance Company of Illinois. The case is number 2:09CV-00218 JLR. Today's date, February 19, 2010. The time is 9:22 a.m. The deposition is taken at 3 Park Plaza, Irvine, California, and is being taken on behalf of the plaintiff. The videographer is Barry Varanese appearing on behalf of Precise Reporting located in Santa Ana, California.

Can we please have introductions beginning with the witness.

THE WITNESS: My name is Michael Carroll, C-a-r-r-o-l-l.

MS. POWERS: Tiffany Powers for Defendant, Safeco Insurance Company of Illinois.

MR. BUNCH: Van Bunch, Bonnett, Fairbourn, Friedman & Balint for the Plaintiffs.

VIDEO OPERATOR: Thank you. You may swear the witness.

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1 Q. And it's the company's responsibility to
2 make that refund of the deductible when facts are
3 made known to it that indicate they've misapplied the
4 coverage line, right?

5 MS. POWERS: Objection.

6 THE WITNESS: Right.

7 BY MR. BUNCH:

8 Q. At what point in time in terms of entering
9 information into the CVO or claims file is the
10 liability analysis typically conducted?

11 A. So, for the most part, we require our
12 adjusters within seven days of getting their file to
13 complete a report in the file that's going to cover
14 what are the facts of the loss, what are the
15 coverages, what does liability look like, what are
16 the damages, what's your work plan, and are you going
17 to enter any reserves, if necessary. I can't tell
18 you that within seven days they're going to finish
19 their liability investigation because every claim's
20 going to be different.

21 If all the parties are available and we take
22 their statements, we can come to a conclusion at that
23 point, great. A lot of the times people aren't home.
24 We're sending contact letters to witnesses. You
25 know, every claim's going to be different so I can't

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1 give you a time period as to when. The sooner the
2 better.

3 Q. The standard, though, is seven days?

4 A. The standard is complete a first report
5 within seven days and if you can't make a
6 determination as to the facts, the coverages, the
7 liability, the damages, in your work plan you're
8 putting together a plan as to how to move that along
9 and adjust that claim.

10 Q. Whether you've noticed it or not, one of the
11 things I'm trying to do is go step by step through
12 building the claim file and we've gone through intake
13 and now it either has gone to express or to a control
14 examiner.

15 When a control examiner gets a claim file,
16 what reports and analysis are they supposed to
17 conduct upon receiving it?

18 A. So, a control adjuster is going to be
19 assigned a new claim. It's their responsibility to
20 review what our intake department has input. They
21 are going to make all of the calls, make sure all of
22 the items are adjusted, basic adjustment of the
23 claim. Make sure that the vehicles are all getting
24 inspected, if needed. Make sure that people are put
25 into the rental cars, if that's covered. Taking

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1 statements. You know, basic adjustment, they're
2 going to make all that and, again, within seven days
3 we are asking them to complete a first report if you
4 have enough information to do so.

5 Q. So, my question is really between the
6 completion of intake and the first report, is there
7 file documentation that's supposed to go on by name
8 like the liability analysis, other analyses that are
9 entered into the CVO?

10 A. There could be. There's going to be records
11 of contact in there of everybody that we talked to.
12 If there's something specific in regards to a
13 liability analysis, they're going to have to do
14 looking up statutes or case law or whatever the case
15 may be, they may have an entry as to, you know,
16 further investigation into liability. But, you know,
17 basically you're going to take all of the statements
18 that are necessary to formulate your liability
19 decision. That's going to be statement of insured,
20 statement of claimant, statement of witness, whoever,
21 then at some point you're going to have a first
22 report that's going to pull all that information
23 together and go through a duty breach, causation
24 damages analysis and formulate your decision on
25 liability if you can at that point.

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1 Q. Is all of that information in terms of the
2 investigation collected in what's called a claims
3 log?

4 A. Yes.

5 Q. What other -- strike that.

6 Is the claims log a separate file within the
7 CVO or is the CVO and the claims log the same thing?

8 A. So, CVO, which stands for our claims virtual
9 office, is a repository of everything. So, it's
10 going to have, you know, one page that's going to be
11 a summary of everything that's going on, basically a
12 summary of what intake did. So, it's going to have
13 the facts of the loss, the time, the date, the
14 parties involved. There will be another tab that
15 will show all the payments that were made. There
16 will be another tab on there that will show all the
17 parties involved and their addresses and phone
18 numbers, and then there will be a -- I believe it's a
19 documents tab and I believe that's -- when you have a
20 copy of the claim file, that's what you're looking at
21 is every single entry into the document. So, it will
22 have -- any estimates that were written get uploaded,
23 any photos get uploaded, any incoming calls, outgoing
24 calls, reports, everything is in that area. So, it's
25 a different tab. It's all contained within the CVO

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1 system

2 MR. BUNCH: Okay. Let's take a break for a
3 minute. I'm going to shuffle paper and go through
4 Mr. Hovenkotter's file.

5 VIDEO OPERATOR: Off the record the time is
6 10:23 a.m.

7 (Short break taken from 10:23 a.m.
8 to 10:48 a.m.)

9 (Plaintiff's Exh-2 was marked for
10 Identification.)

11 VIDEO OPERATOR: We are back on the record. The
12 time's 10:48 a.m.

13 BY MR. BUNCH:

14 Q. Mr. Carroll, you have Exhibit 2 in front of
15 you which is identified by SICI 235. It says "Team
16 Assignment Activity 2/27/2007" at the top for
17 Mr. Hovenkotter's claim.

18 Did I identify the document correctly?

19 A. You did.

20 Q. What is this page of the CVO?

21 A. This looks to be a screen shot of the
22 vehicle tasking assignment.

23 Q. And would this be completed by the CSR?

24 A. In this case I believe it was, yes.

25 Q. Where it says "Assignment made by SUSASC to

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1 repair.

2 Q. What does "no PG" indicate to you?

3 A. No president's guarantee.

4 Q. And that's because Haury's Lake City
5 Collision is a non-PACE shop, right?

6 A. It's a non-Safeco-affiliated shop.

7 Q. PACE stands for?

8 A. Premier Auto -- I don't recall the full
9 acronym.

10 Q. Claims Excellence or something?

11 A. Okay.

12 Q. It doesn't stand for pay all claims every
13 time, does it? You don't have to answer that.

14 MS. POWERS: Objection.

15 BY MR. BUNCH:

16 Q. And then underneath here there is also kind
17 of an activity log sort of thing, I guess, that's
18 generated by pathways, but I also take it you're not
19 familiar with that, are you?

20 A. I am not.

21 Q. Exhibit 8, though, appears to be what
22 Mr. Brennan completed as the estimate of record
23 with -- as supplemented for the purposes of paying
24 the claim?

25 A. I believe so.

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1 (Plaintiff's Exh-9 was marked for
2 Identification.)

3 BY MR. BUNCH:

4 Q. Mr. Carroll, Exhibit 9 is Pages 246 through
5 249 of Mr. Hovenkotter's claim file and again the
6 first page just indicates I think that Miss Steele
7 ran his payment history report. Is this another tab
8 in CVO?

9 A. Yes.

10 Q. You see on Page 247 there are four payments
11 made, correct?

12 A. I do.

13 Q. And the three are made under collision and
14 one is made under claim class UMPD, correct?

15 A. Yes.

16 Q. But, UMPD payment for \$200 was made on
17 January 13, 2009. Do you know why that payment was
18 made?

19 A. Following the receipt of the letter from
20 Mr. Hovenkotter's attorney, the file was re-opened,
21 another look was given at that file and at that time
22 it was determined that a mistake was made in
23 classifying this as a collision loss and they
24 re-classified it as a UMPD loss and refunded his
25 deductible difference.

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1 Q. Almost two years later?

2 A. Correct.

3 Q. Is the standard operating procedure at
4 Safeco for hit-and-run claims to classify them as
5 collision in the first place?

6 A. No.

7 Q. Is the standard operating procedure at
8 Safeco for multi-vehicle accidents to enter them as
9 collision in the first place?

10 A. No.

11 MS. POWERS: Objection.

12 BY MR. BUNCH:

13 Q. Is the standard operating procedure at
14 Safeco for any claim when taken in to attribute the
15 coverage line applicable to that claim according to
16 the facts then known as accurately as possible?

17 A. Yes.

18 Q. Is that operating procedure in writing?

19 A. It's within our training guidelines, best
20 practices, correct.

21 Q. And that includes separate unit training on
22 how to determine whether the uninsured motorist
23 coverage is applicable to any given set of facts?

24 A. Yes.

25 Q. And that's part of the online training

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C E R T I F I C A T E

I, DEBRA KOTTKE, CALIFORNIA C.S.R. NO. 7422,
DO HEREBY CERTIFY THAT PRIOR TO BEING EXAMINED, THE
WITNESS NAMED IN THE FOREGOING PROCEEDING WAS BY ME
DULY AFFIRMED TO TESTIFY THE TRUTH, THE WHOLE TRUTH,
AND NOTHING BUT THE TRUTH.

THAT THE FOREGOING IS A FULL, TRUE AND
CORRECT TRANSCRIPT OF MY SAID NOTES AND A FULL, TRUE
AND CORRECT STATEMENT OF SAID TESTIMONY TO THE BEST
OF MY ABILITY.

THAT THE DISMANTLING OF THE ORIGINAL
TRANSCRIPT WILL VOID THE REPORTER'S CERTIFICATE.

I FURTHER CERTIFY THAT I AM NOT INTERESTED
IN THE EVENTS OF THIS ACTION.

I DECLARE UNDER PENALTY OF PERJURY THAT THE
FOREGOING IS TRUE AND CORRECT.

EXECUTED AT LAGUNA BEACH, CALIFORNIA, THIS
____ DAY OF _____, 2010.


DEBRA KOTTKE, C.S.R. #7422
REGISTERED PROFESSIONAL REPORTER

EXHIBIT A-8

POLICY LANGUAGE EXCERPTS

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/ Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
ALASKA PERSONAL AUTO POLICY	SA-1852/AKEP 5/05	<p>The limit of liability shown in the Declarations for Uninsured/ Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 2. For property damage only: a. The amount necessary to repair or replace your covered auto with other property of like kind and quality; b. The actual cash value of your covered auto; or 3. The applicable limit of liability for this coverage. <p>E. No payment will be made for loss paid to the "insured" under Part D of this policy or any similar physical damage insurance under any other policy.</p>	<p>C. A person seeking Uninsured/ Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/ Underinsured Motorists Coverage Bodily Injury applies; and 2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/ Underinsured Motorists Coverage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/ Underinsured Motorists Coverage shall be made only where direct physical contact between the insured and uninsured motor vehicle or underinsured motor vehicle has occurred. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. and 2. below applies; 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or 	<p>D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p>	<p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and 3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
				underinsured motor vehicle is binding on us unless we: 1. Received reasonable notice of the pendency of the suit resulting in the judgment; and 2. Had a reasonable opportunity to protect our interests in the suit.		
ALASKA PERSONAL AUTO POLICY	SA-1852/AKEP R1 4/09	<p>7. For the first \$250 of the amount of property damage to your covered auto in any one accident.</p> <p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 2. For property damage only: <ol style="list-style-type: none"> a. The amount necessary to repair or replace your covered auto with other property of like kind and quality; b. The actual cash value of your covered auto; <p>E. No payment will be made for loss paid to the Insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable when a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and 2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured Motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/Underinsured Motorists Coverage shall be made only where direct physical contact between the insured and uninsured motor vehicle or underinsured motor vehicle has occurred. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount 	<p>D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p> <p>Each party will pay the counsel fees and adjuster fees it incurs.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
				equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we: 1. Received reasonable notice of the pending suit resulting in the judgment; and 2. Had a reasonable opportunity to protect our interests in the suit.		
ALASKA PERSONAL AUTO POLICY	SA-1852/AKEP 1/07	<p>7. For the first \$250 of the amount of property damage to your covered auto in any one accident.</p> <p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or pre-limits shown in the Declarations; or 4. Vehicles involved in the accident. <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 2. For property damage only: <ol style="list-style-type: none"> a. The amount necessary to repair or replace your covered auto with other property of like kind and quality; b. The actual cash value of your covered auto; <p>E. No payment will be made for loss paid to the Insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable when a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an Insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and 2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured Motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/Underinsured Motorists Coverage shall be made only where direct physical contact between the Insured and uninsured motor vehicle or underinsured motor vehicle has occurred.</p> <p>SA-1852/AKEP 1/07 — 8</p> <p>We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement 	<p>D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p>	<p>A. If we and an Insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that Insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that Insured; from the owner or operator of an uninsured motor vehicle or under Insured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. Each party will pay the counsel fees and adjuster Fees it incurs.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
				has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we: 1. Received reasonable notice of the pending suit resulting in the judgment; and 2. Had a reasonable opportunity to protect our interests in the suit.		
ALASKA PERSONAL AUTO POLICY	SA-1852/AKEP 3/06	<p>5. For the first \$250 of the amount of property damage to your covered auto in any one accident.</p> <p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Subject to this maximum, our limit of liability will be the lesser of: 2. For property damage only: a. The amount necessary to repair or replace your covered auto with other property of like kind and quality; b. The actual cash value of your covered auto;</p> <p>E. No payment will be made for loss paid to the insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>A person seeking Uninsured Motorists Coverage must:</p> <p>1. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable when a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and 2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/Underinsured Motorists Coverage shall be made only where direct physical contact between the insured and uninsured motor vehicle or underinsured motor vehicle has occurred. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. and 2. below applies; 1. The limits of liability</p>	D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.	<p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may demand the right to a trial.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
				under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an underinsured motor vehicle or underinsured motor vehicle is binding on us unless we: 1. Received reasonable notice of the pendency of the suit resulting in the judgment; and 2. Had a reasonable opportunity to protect our interests in the suit.		This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and 3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.
ALASKA PERSONAL AUTO POLICY	SA-1852/AKEP 12/03	<p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none">1. Insureds;2. Claims made;3. Vehicles or premiums shown in the Declarations; or4. Vehicles involved in the accident. <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <ol style="list-style-type: none">2. For property damage only: a. The amount necessary to repair or replace your covered auto with other property of like kind and quality; b. The actual cash value of your covered auto; <p>E. No payment will be made for loss paid to the Insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none">1. Promptly notify the police if a hit-and-run driver is involved.2. Promptly send us copies of the legal papers if a suit is brought.	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none">1. Bodily Injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. and 2. below applies;</p> <ol style="list-style-type: none">1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or	<p>D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p>	<p>If we and an insured do not agree:</p> <ol style="list-style-type: none">1. Whether that insured is legally entitled to recover damages; or2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: <ol style="list-style-type: none">1. Whether the insured is legally entitled to recover damages;2. The amount of damages. This applies only if the

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
				<p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:</p> <p>a. have been given prompt written notice of such tentative settlement; and</p> <p>b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we:</p> <p>1. Received reasonable notice of the pendency of the suit resulting in the judgment; and</p> <p>2. Had a reasonable opportunity to protect our interests in the suit.</p>		<p>amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and</p> <p>3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.</p>
ALASKA PERSONAL AUTO POLICY	SA-1852/AKEP 11/04	<p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <p>2. For property damage only:</p> <p>a. The amount necessary to repair or replace your covered auto with other property of like kind and quality;</p> <p>b. The actual cash value of your covered auto;</p> <p>E. No payment will be made for loss paid to the insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <p>1. Bodily Injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and</p> <p>2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/Underinsured Motorists Coverage shall be made only where direct physical contact between the insured and uninsured motor vehicle or underinsured motor vehicle has occurred. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. and 2. below applies;</p>	<p>D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p>	<p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages;</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that</p>

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				<p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:</p> <p>a. have been given prompt written notice of such tentative settlement; and</p> <p>b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we:</p> <p>1. Received reasonable notice of the pendency of the suit resulting in the judgment; and</p> <p>2. Had a reasonable opportunity to protect our interests in the suit.</p>		<p>limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and</p> <p>3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.</p>
ALASKA PERSONAL AUTO POLICY	SA-1852/AKEP 11/01	<p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <p>2. For property damage only:</p> <p>a. The amount necessary to repair or replace your covered auto with other property of like kind and quality;</p> <p>b. The actual cash value of your covered auto;</p> <p>E. No payment will be made for loss paid to the insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and</p> <p>2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. and 2. below applies;</p> <p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or</p>	<p>D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p>	<p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages;</p>

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				<p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:</p> <p>a. have been given prompt written notice of such tentative settlement; and</p> <p>b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we:</p> <p>1. Received reasonable notice of the pendency of the suit resulting in the judgment; and</p> <p>2. Had a reasonable opportunity to protect our interests in the suit.</p>		<p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and</p> <p>3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.</p>
ALASKA PERSONAL AUTO POLICY	SA-1714/AKEP 3/06	<p>5. For the first \$250 of the amount of property damage to your covered auto in any one accident.</p> <p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <p>2. For property damage only:</p> <p>a. The amount necessary to repair or replace your covered auto with other property of like kind and quality;</p> <p>b. The actual cash value of your covered auto;</p> <p>E. No payment will be made for loss paid to the Insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <p>1. Bodily Injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and</p> <p>2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies:</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/Underinsured Motorists Coverage shall be made only where direct physical contact between the insured and uninsured motor vehicle or underinsured motor vehicle has occurred. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. and 2. below applies:</p> <p>1. The limits of liability</p>	<p>D. "Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.</p>	<p>ARBITRATION</p> <p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages;</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may</p>

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				<p>under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.</p> <p>No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we:</p> <p>1. Received reasonable notice of the pendency of the suit resulting in the judgment; and</p> <p>2. Had a reasonable opportunity to protect our interests in the suit.</p>		<p>demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and</p> <p>3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration.</p> <p>Each party will pay the counsel fees and adjuster fees it incurs.</p>
ALASKA PERSONAL AUTO POLICY	SA-1714/AKEP 5/05	<p>The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p> <p>B. Subject to this maximum, our limit of liability will be the lesser of:</p> <p>2. For property damage only:</p> <p>a. The amount necessary to repair or replace your covered auto with other property of like kind and quality;</p> <p>b. The actual cash value of your covered auto;</p> <p>E. No payment will be made for loss paid to the insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>	<p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and</p> <p>2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies: The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/Underinsured Motorists Coverage shall be made only where direct physical contact between the insured and uninsured motor vehicle or underinsured motor vehicle has occurred. We will pay damages under this</p>	"Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.	<p>If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages;</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability</p>

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				coverage caused by an underinsured motor vehicle only if 1. and 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an underinsured motor vehicle or underinsured motor vehicle is binding on us unless we: 1. Received reasonable notice of the pendency of the suit resulting in the judgment; and 2. Had a reasonable opportunity to protect our interests in the suit.		specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and 3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.
ALASKA PERSONAL AUTO POLICY	SA-1714/AKEP 11/04	The limit of liability shown in the Declarations for Uninsured/Underinsured Motorist Property Damage is our maximum limit of liability for all property damage sustained in any one accident. This is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. B. Subject to this maximum, our limit of liability will be the lesser of: 2. For property damage only: a. The amount necessary to repair or replace your covered auto with other property of like kind and quality; b. The actual cash value of your covered auto; E. No payment will be made for loss paid to the Insured under Part D of this policy or any similar	A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle or underinsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident if the Declarations indicates that Uninsured/Underinsured Motorists Coverage Bodily Injury applies; and 2. Property damage caused by an accident, if the Declarations indicates that property damage Uninsured/Underinsured Motorists Coverage applies: The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. If both the owner and operator of the uninsured motor vehicle or underinsured motor vehicle are unknown, payment under Uninsured/Underinsured Motorists Coverage shall be made only where direct physical contact between	"Property damage", as used under this coverage, means damage to or destruction of your covered auto. However, property damage does not include loss of use of your covered auto.	If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover

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		physical damages insurance under any other policy.		the insured and uninsured motor vehicle or underinsured motor vehicle has occurred. We will pay damages under this coverage caused by an underinsured motor vehicle only if 1. and 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we: 1. Received reasonable notice of the pendency of the suit resulting in the judgment; and 2. Had a reasonable opportunity to protect our interests in the suit.		damages; 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and 3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.
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		<p>your covered auto;</p> <p>E. No payment will be made for loss paid to the insured under Part D of this policy or any similar physical damages insurance under any other policy.</p>		<p>applies:</p> <p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:</p> <p>a. have been given prompt written notice of such tentative settlement; and</p> <p>b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. No judgment for damages arising out of a suit brought against the owner or operator of an uninsured motor vehicle or underinsured motor vehicle is binding on us unless we:</p> <p>1. Received reasonable notice of the pendency of the suit resulting in the judgment; and</p> <p>2. Had a reasonable opportunity to protect our interests in the suit.</p>		<p>decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages;</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Alaska. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding; and</p> <p>3. Who is responsible for payment of all expenses and fees, not including counsel fees or adjuster fees, incurred because of arbitration. Each party will pay the counsel fees and adjuster fees it incurs.</p>

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ARKANSAS PERSONAL AUTO POLICY	SA-1852/AREP R2 7/09	<p>6. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>E. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. Such notice shall include written: 	<p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or Underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by that insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured mo</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto including loss of use.</p>	<p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must voluntarily agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Any decision of the arbitrators will not be binding on either party.</p> <p>C. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
ARKANSAS PERSONAL AUTO POLICY	SA-1852/AR EP R1 8/06	<p>6. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>E. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>A. A person seeking coverage under this Uninsured/Underinsured Motorists Coverage must promptly send us copies of the legal papers if a suit is brought.</p> <p>B. A person seeking coverage for Underinsured Motorists Coverage must promptly notify us in Writing by certified mail, return receipt requested, of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. Notice of a tentative settlement must include written:</p> <ol style="list-style-type: none"> 1. Documentation of monetary losses incurred, including copies of all medical bills; 2. Authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and 3. Confirmation from the insurer of the underinsured motor vehicle of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle. <p>C. In the event we insure you and the owner or operator of the underinsured motor vehicle, the</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or Underinsured motor vehicle because of bodily injury: <p>a. sustained by an insured; and</p> <p>b. caused by an accident.</p> <p>2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>We will pay damages under Underinsured Motorists Coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payments or judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <p>a. have been given prompt written notice by certified mail, return receipt requested, of such tentative</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto including loss of use.</p>	<p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that Insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or under insured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must voluntarily agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Any decision of the arbitrators will not be binding on either party.</p> <p>C. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
			requirements of A. and B. of this section are waived. You may begin proceedings seeking Underinsured Motorists Coverage, at any time after settlement has been reached under the underinsured motorist's Liability Coverage.			

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
ARKANSAS PERSONAL AUTO POLICY	SA-1852/AR EP 8/05	<p>5. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>E. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.</p>	<p>A. A person seeking coverage under this Uninsured/Underinsured Motorists Coverage must promptly send us copies of the legal papers if a suit is brought.</p> <p>B. A person seeking coverage for Underinsured Motorists Coverage must promptly notify us in writing by certified mail, return receipt requested, of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. Notice of a tentative settlement must include written:</p> <p>1. Documentation of monetary losses incurred, including copies of all medical bills;</p> <p>2. Authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and</p> <p>3. Confirmation from the insurer of the underinsured motor vehicle of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle.</p> <p>C. In the event we insure you and the owner or operator of the underinsured motor vehicle, the requirements of A.</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <p>1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury;</p> <p>a. sustained by an insured; and</p> <p>b. caused by an accident.</p> <p>2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under Uninsured Motorists Coverage only if 1. or 2. below applies:</p> <p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payments of judgments or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement.</p> <p>Such notice shall include written: (1) documentation of pecuniary losses incurred, including copies of all medical bills; (2) authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto including loss of use.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this coverage; or</p> <p>2. As to the amount of damages which are recoverable; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. However, arbitration will take place only if both we and the insured agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Any decision of the arbitrators will not be binding on either party.</p> <p>C. Each party will:</p> <p>1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally.</p> <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply.</p>

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			and B. of this section are waived. You may begin proceedings seeking Underinsured Motorists Coverage, at any time after settlement has been reached under the underinsured motorist's Liability Coverage.	employers and medical providers; and (3) confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. With respect to Uninsured Motorists Coverage, any judgment for damages arising out of a suit brought without our written consent is not binding on us.		

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ARKANSAS PERSONAL AUTO POLICY	SA-1852/AR EP 8/03	<p>5. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>E. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>A. A person seeking coverage under this Uninsured/Underinsured Motorists Coverage must promptly send us copies of the legal papers if a suit is brought.</p> <p>B. A person seeking coverage for Uninsured Motorists Coverage must promptly notify us in writing by certified mail, return receipt requested, of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. Notice of a tentative settlement must include written:</p> <ol style="list-style-type: none"> 1. Documentation of monetary losses incurred, including copies of all medical bills; 2. Authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and 3. Confirmation from the insurer of the underinsured motor vehicle of the Liability Coverage limits of the owner or operator of the uninsured motor vehicle. <p>C. In the event we insure you and the owner or operator of the</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury; a. sustained by an insured; and b. caused by an accident. <p>2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations Indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under Uninsured Motorists Coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payments of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement. Such notice shall include written: <ol style="list-style-type: none"> (1) documentation of pecuniary losses incurred, including copies of all medical bills; (2) authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all 	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto including loss of use.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. However, arbitration will take place only if both we and the insured agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Any decision of the arbitrators will not be binding on either party.</p> <p>C. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply.</p>

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			underinsured motor vehicle, the requirements of A. and B. of this section are waived. You may begin proceedings seeking Underinsured Motorists Coverage, at any time after settlement has been reached under the underinsured motorist's Liability Coverage.	employers and medical providers; and (3) confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. With respect to Uninsured Motorists Coverage, any judgment for damages arising out of a suit brought without our written consent is not binding on us.		

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ARKANSAS PERSONAL AUTO POLICY	SA-1852/AR EP-9/00	<p>5. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>E. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.</p>	<p>A. A person seeking coverage under this Uninsured/Underinsured Motorists Coverage must promptly send us copies of the legal papers if a suit is brought.</p> <p>B. A person seeking coverage for Uninsured Motorists Coverage must promptly notify us in writing by certified mail, return receipt requested, of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle.</p> <p>Notice of a tentative settlement must include written:</p> <p>1. Documentation of monetary losses incurred, including copies of all medical bills; 2. Authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and 3. Confirmation from the insurer of the underinsured motor vehicle of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle.</p> <p>C. In the event we insure you and the owner or operator of the</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <p>1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <p>a. sustained by an insured; and b. caused by an accident.</p> <p>2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under Uninsured Motorists Coverage only if 1. or 2. below applies:</p> <p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payments of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:</p> <p>a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement. Such notice shall include written:</p> <p>(1) documentation of pecuniary losses incurred, including copies of all medical bills; (2) authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this coverage; or 2. As to the amount of damages which are recoverable; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. However, arbitration will take place only if both we and the insured agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Any decision of the arbitrators will not be binding on either party.</p> <p>C. Each party will:</p> <p>1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally.</p> <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply.</p>

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			underinsured motor vehicle, the requirements of A. and B. of this section are waived. You may begin proceedings seeking Underinsured Motorists Coverage, at any time after settlement has been reached under the underinsured motorist's Liability Coverage.	employers and medical providers; and (3) confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. With respect to Uninsured Motorists Coverage, any judgment for damages arising out of a suit brought without our written consent is not binding on us.		
ARKANSAS PERSONAL AUTO POLICY	SA-1714/AR EP 1/05	<p>5. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury; a. sustained by an insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute 	"Property damage" as used in this Part means injury to or destruction of your covered auto.	<p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. However, arbitration will take place only if both we and the insured agree voluntarily to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two

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		all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.	Such notice shall include written: a. documentation of pecuniary losses incurred, including copies of all medical bills; b. authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all employers and medical providers; and c. confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle. 4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle.	for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under Underinsured Motorists Coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement. Such notice shall include written: (1) documentation of pecuniary losses incurred, including copies of all medical bills; (2) authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all employers and medical providers; and (3) confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. With respect to Uninsured Motorists Coverage, any judgment for damages arising out of a suit brought without our written consent is not binding on us.		arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Any decision of the arbitrators will not be binding on either party. C. Each party will: 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. D. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
ARKANSAS PERSONAL AUTO POLICY	SA-1714/AR EP 8/03	<p>5. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. Such notice shall include written: <p>a. documentation of pecuniary losses incurred, including copies of all medical bills;</p> <p>b. authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all employers and medical providers; and</p> <p>c. confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle.</p> <p>4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle.</p>	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury: a. sustained by an insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under Uninsured Motorists Coverage only if 1. or 2. below applies: <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <p>a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement. Such notice shall include written: (1) documentation of pecuniary losses incurred, including copies of all medical bills; (2) authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all employers and medical</p>	<p>"Property damage" as used in this Part means injury to or destruction of your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. However, arbitration will take place only if both we and the insured agree voluntarily to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Any decision of the arbitrators will not be binding on either party. C. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
				providers; and (3) confirmation of both the tentative settlement and certification of the owner or operator of the underinsured motor vehicle; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. With respect to Uninsured Motorists Coverage, any judgment for damages arising out of a suit brought without our written consent is not binding on us.		
ARKANSAS PERSONAL AUTO POLICY	SA-1714/AR EP 8/05	<p>5. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if:</p> <p>a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or preliums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> <p>3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. Such notice shall include written:</p> <p>a. documentation of pecuniary losses incurred, including copies of all medical bills;</p> <p>b. authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all employers and medical providers; and</p> <p>c. confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle.</p> <p>4. Allow us 30 days to advance payment to that</p>	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <p>1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury: a. sustained by an insured; and b. caused by an accident.</p> <p>2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under Uninsured Motorists Coverage only if 1. or 2. below applies:</p> <p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or</p> <p>2. A tentative settlement has been made between</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto including loss of use.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. However, arbitration will take place only if both we and the insured agree voluntarily to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
			insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle.	an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement. Such notice shall include written: (1) documentation of pecuniary losses incurred, including copies of all medical bills; (2) authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all employers and medical providers; and (3) confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. With respect to Uninsured Motorists Coverage, any judgment for damages arising out of a suit brought without our written consent is not binding on us.		
ARKANSAS PERSONAL AUTO POLICY	SA-1714/AR EP 12/02	<p>5. For the first \$200 of the amount of property damage to your covered auto. This exclusion does not apply if: a. we insure your covered auto for both Collision Coverage and Uninsured Motorists Property Damage Coverage</p> <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p> <p>The limit of liability for Uninsured Motorists Property Damage Coverage stated in the Declarations is the total limit of our liability for all damages because of property damage to all property of one or more insureds as the result of any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. Such notice shall include written: a. documentation of pecuniary losses incurred, including copies of all medical bills; b. authorization or a court order authorizing the insurer of the underinsured motor vehicle to 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:</p> <ol style="list-style-type: none"> 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury: <ol style="list-style-type: none"> a. sustained by an Insured; and b. caused by an accident. 2. Uninsured motor vehicle because of property damage caused by an accident if the Declarations indicate that Uninsured Motorists Property Damage Coverage applies. If a duly licensed automobile dealer provides a vehicle to you or a family member for use as a temporary substitute for any other vehicle described in the definition of your covered auto while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. The owner's or operator's 	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that Insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. However, arbitration will take place only if both we and the insured agree voluntarily to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Any decision of the arbitrators will not be binding on either party.</p> <p>C. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs, and 2. Bear the expenses of the

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
			<p>obtain medical reports from all employers and medical providers; and</p> <p>c. confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle.</p> <p>4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle.</p>	<p>liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under Underinsured Motorists Coverage only if 1. or 2. below applies:</p> <p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice by certified mail, return receipt requested, of such tentative settlement. Such notice shall include written: (1) documentation of pecuniary losses incurred, including copies of all medical bills; (2) authorization or a court order authorizing the insurer of the underinsured motor vehicle to obtain medical reports from all employers and medical providers; and (3) confirmation of both the tentative settlement and certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle; and</p> <p>b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. With respect to Uninsured Motorists Coverage, any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>		<p>third arbitrator equally.</p> <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
CALIFORNIA PERSONAL AUTO POLICY	SA-1852/CAEP 12/04	<p>D. This coverage shall not apply:</p> <ol style="list-style-type: none"> 1. To property damage to: <ol style="list-style-type: none"> a. a trailer of any type; b. any motor vehicle owned by you to which Collision Coverage applies under this policy <p>Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of Property Damage Liability shown in the Declarations; 2. The actual cash value of your covered auto; or 3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy. <p>An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss. The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath: <ol style="list-style-type: none"> a. that the insured has a cause of action for damages arising out of an accident with a hit-and-run vehicle whose owner or operator cannot be identified; and b. setting forth the facts in support thereof. <p>At our request, the insured must make your covered auto available for inspection.</p> <ol style="list-style-type: none"> 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; 2. Property damage caused by an accident if the Declarations indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4. under the definition of uninsured motor vehicle apply to property damage. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto other than a child passenger restraint system that: <ol style="list-style-type: none"> a. meets the applicable federal motor vehicle safety standards; and b. was in use by a child at the time of the accident for which this coverage applies. 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages; or 2. As to the amount of damages: <p>Then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the insured within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated.</p> <p>B. Each party will;</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the arbitrator equally. <p>C. Any decision of the arbitrator will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages.
CALIFORNIA PERSONAL AUTO POLICY	SA-1852/CAEP 6/04	<p>D. This coverage shall not apply:</p> <ol style="list-style-type: none"> 1. To property damage to: <ol style="list-style-type: none"> a. any motor vehicle owned by you to which Collision Coverage applies under this policy; or b. any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy. <p>Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of Property Damage Liability shown in the Declarations; 2. The actual cash value of your covered auto; or 3. The amount of any 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath: <ol style="list-style-type: none"> a. that the insured has a cause of action for damages arising out of an accident 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; 2. Property damage caused by an accident if the Declarations indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4. under the definition of uninsured motor vehicle apply to property damage. <p>The owner's or operator's</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto other than a child passenger restraint 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages; or 2. As to the amount of damages: <p>Then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the insured within 1 year from the date of the accident. Disputes concerning</p>

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		deductible if there is valid and collectible Collision Coverage under any other policy. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss. The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.	with a hit-and-run vehicle whose owner or operator cannot be identified; and b. setting forth the facts in support thereof. At our request, the insured must make your covered auto available for inspection. 2. Promptly send us copies of the legal papers if a suit is brought.	liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	system that: a. meets the applicable federal motor vehicle safety standards; and b. was in use by a child at the time of the accident for which this coverage applies.	coverage under this part may not be arbitrated. B. Each party will; 1. Pay the expenses it incurs; and 2. Bear the expenses of the arbitrator equally. C. Any decision of the arbitrator will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages.
CALIFORNIA PERSONAL AUTO POLICY	SA-1852/CAEP 4/02	D. This coverage shall not apply: 1. To property damage to: b. any motor vehicle owned by you to which Collision Coverage applies under this policy; or c. any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy. Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of: 1. The limit of Property Damage Liability shown in the Declarations; 2. The actual cash value of your covered auto; or 3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss. The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.	C. A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath: a. that the insured has a cause of action for damages arising out of an accident with a hit-and-run vehicle whose owner or operator cannot be identified; and b. setting forth the facts in support thereof. At our request, the insured must make your covered auto available for inspection. 2. Promptly send us copies of the legal papers if a suit is brought.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; 2. Property damage caused by an accident if the Declarations indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4. under the definition of uninsured motor vehicle apply to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, property damage does not include: 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto other than a child passenger restraint system that: a. meets the applicable federal motor vehicle safety standards; and b. was in use by a child at the time of the accident for which this coverage applies.	A. If we and an Insured do not agree: 1. Whether that person is legally entitled to recover damages; or 2. As to the amount of damages: Then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the Insured within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated. B. Each party will; 1. Pay the expenses it incurs; and 2. Bear the expenses of the arbitrator equally. C. Any decision of the arbitrator will be binding as to: 1. Whether the Insured is legally entitled to recover damages; and 2. The amount of damages.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
CALIFORNIA PERSONAL AUTO POLICY	SA-1852/CAEP 2/05	<p>D. This coverage shall not apply:</p> <p>1. To property damage to: b. any motor vehicle owned by you to which Collision Coverage applies under this policy; or c. any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.</p> <p>Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of:</p> <p>1. The limit of Property Damage Liability shown in the Declarations;</p> <p>2. The actual cash value of your covered auto; or</p> <p>3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy.</p> <p>An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss. The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath:</p> <p>a. that the Insured has a cause of action for damages arising out of an accident with a hit-and-run vehicle whose owner or operator cannot be identified; and</p> <p>b. setting forth the facts in support thereof.</p> <p>At our request, the insured must make your covered auto available for inspection.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident;</p> <p>2. Property damage caused by an accident if the Declarations indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4. under the definition of uninsured motor vehicle apply to property damage.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child passenger restraint system that:</p> <p>a. meets the applicable federal motor vehicle safety standards; and</p> <p>b. was in use by a child at the time of the accident for which this coverage applies.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages; or</p> <p>2. As to the amount of damages:</p> <p>Then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the insured within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated.</p> <p>B. Each party will;</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the arbitrator equally.</p> <p>C. Any decision of the arbitrator will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages.</p>
CALIFORNIA PERSONAL AUTO POLICY	SA-2522/CAEP 2/05	<p>D. This coverage shall not apply:</p> <p>1. To property damage to: b. any motor vehicle owned by you to which Collision Coverage applies under this policy; or c. any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.</p> <p>Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of:</p> <p>1. The limit of Property Damage Liability shown in the Declarations;</p> <p>2. The actual cash value of your covered auto; or</p> <p>3. The amount of any</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath:</p> <p>a. that the insured has a cause of action for damages arising out of an accident with a</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident ; This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof.</p> <p>2. Property damage caused by an accident if the Declarations indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4. under the definition of uninsured motor vehicle apply to property damage.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, "property damage" does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child passenger restraint</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether an insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages; then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the insured within 1 year from the date of the accident. Disputes concerning coverage under this part may not be</p>

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		deductible if there is valid and collectible Collision Coverage under any other policy. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss. The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.	hit-and-run vehicle whose owner or operator cannot be identified; and b. setting forth the facts in support thereof. At our request, the insured must make your covered auto available for inspection.	This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	system that: a. meets the applicable federal motor vehicle safety standards; and b. was in use by a child at the time of the accident for which this coverage applies.	arbitrated. B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the arbitrator equally. C. Any decision of the arbitrator will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages.
CALIFORNIA PERSONAL AUTO POLICY	SA-2522/CAEP 6/04	D. This coverage shall not apply: 1. To property damage to: b. any motor vehicle owned by you to which Collision Coverage applies under this policy; or c. any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy. Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of: 1. The limit of Property Damage Liability shown in the Declarations; 2. The actual cash value of your covered auto; or 3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss. The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.	C. A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath: a. that the insured has a cause of action for damages arising out of an accident with a hit-and-run vehicle whose owner or operator cannot be identified; and b. setting forth the facts in support thereof. At our request, the insured must make your covered auto available for inspection. 2. Promptly send us copies of the legal papers if a suit is brought.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof. 2. Property damage caused by an accident if the Declarations indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4. under the definition of uninsured motor vehicle apply to property damage. This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. Any judgment for damages arising out of a suit brought without our written consent is not	C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, "property damage" does not include: 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto other than a child passenger restraint system that: a. meets the applicable federal motor vehicle safety standards; and b. was in use by a child at the time of the accident for which this coverage applies.	A. If we and an insured do not agree: 1. Whether an insured is legally entitled to recover damages; or 2. As to the amount of damages; then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the insured within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated. B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the arbitrator equally. C. Any decision of the arbitrator will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
CALIFORNIA PERSONAL AUTO POLICY	SA-2522/CAEP 7/02	<p>D. This coverage shall not apply:</p> <p>1. To property damage to:</p> <p>b. any motor vehicle owned by you to which Collision Coverage applies under this policy; or</p> <p>c. any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.</p> <p>Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of:</p> <p>1. The limit of Property Damage Liability shown in the Declarations;</p> <p>2. The actual cash value of your covered auto; or</p> <p>3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy.</p> <p>An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss.</p> <p>The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of:</p> <p>1. Insureds;</p> <p>2. Claims made;</p> <p>3. Vehicles or premiums shown in the Declarations; or</p> <p>4. Vehicles involved in the accident.</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath:</p> <p>a. that the insured has a cause of action for damages arising out of an accident with a hit-and-run vehicle whose owner or operator cannot be identified; and</p> <p>b. setting forth the facts in support thereof.</p> <p>At our request, the insured must make your covered auto available for inspection.</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident ; This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof.</p> <p>2. Property damage caused by an accident if the Declarations Indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4. under the definition of uninsured motor vehicle apply to property damage. This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, "property damage" does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child passenger restraint system that:</p> <p>a. meets the applicable federal motor vehicle safety standards; and</p> <p>b. was in use by a child at the time of the accident for which this coverage applies.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether an insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages; then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the insured within 1 year from the date of the accident. Disputes concerning coverage under this part may not be arbitrated.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the arbitrator equally.</p> <p>C. Any decision of the arbitrator will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages.</p>
CALIFORNIA PERSONAL AUTO POLICY	SA-2522/CAEP 12/04	<p>D. This coverage shall not apply:</p> <p>1. To property damage to:</p> <p>b. any motor vehicle owned by you to which Collision Coverage applies under this policy; or</p> <p>c. any other motor vehicle to the extent that there is valid and collectible Collision Coverage applicable to that damage under any other policy.</p> <p>Our maximum limit of liability for all damages for property damage resulting from any one accident will be the lesser of:</p> <p>1. The limit of Property Damage Liability shown in the Declarations;</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Promptly notify the police or other proper authority, within 24 hours if a hit-and-run driver is involved. The insured must provide us within 30 days of the accident, a statement under oath:</p> <p>a. that the insured has a cause of action</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <p>1. Bodily injury sustained by an insured and caused by an accident ; This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof.</p> <p>2. Property damage caused by an accident if the Declarations indicates that property damage Uninsured Motorists Coverage applies to that auto. Only items 1. and 4.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of your covered auto. However, "property damage" does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether an insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages; then the matter will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. With respect to property damage arbitration proceedings must be formally instituted by the insured within 1 year from the date of the accident. Disputes concerning</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>2. The actual cash value of your covered auto; or</p> <p>3. The amount of any deductible if there is valid and collectible Collision Coverage under any other policy.</p> <p>An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the loss.</p> <p>The limit of Bodily Injury or Property Damage Liability shown in the Declarations is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>for damages arising out of an accident with a hit-and-run vehicle whose owner or operator cannot be identified; and</p> <p>b. setting forth the facts in support thereof. At our request, the insured must make your covered auto available for inspection.</p>	<p>under the definition of uninsured motor vehicle apply to property damage. This coverage is only applicable if it appears on your declarations page and is subject to limits of liability as shown thereof. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. With respect to coverage under item 2. of the definition of uninsured motor vehicle, we will pay only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>than a child passenger restraint system that:</p> <ol style="list-style-type: none"> a. meets the applicable federal motor vehicle safety standards; and b. was in use by a child at the time of the accident for which this coverage applies. 	<p>coverage under this part may not be arbitrated.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the arbitrator equally. <p>C. Any decision of the arbitrator will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1714/COE P 7/03	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this Part; or</p> <p>2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs, and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1714/COE P 7/04	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this Part; or</p> <p>2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs, and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1714/COE P 7/05	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this Part; or</p> <p>2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs, and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1714/COE P 6/02	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this Part; or</p> <p>2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs, and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 7/06	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>6. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 6/02	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage: 5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <ol style="list-style-type: none"> 1. The actual cash value of your covered auto; or 2. The amount necessary to repair or replace your covered auto. 	<p>A person seeking Underinsured Motorists Coverage must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. 	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to property owned by you while contained in your covered auto. 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge or a court having jurisdiction. B. Each party will: <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether you are legally entitled to recover damages; and 2. The amount of damages.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 1/08	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>6. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>A person seeking Underinsured Motorists Coverage must also promptly:</p> <p>1. Send us copies of the legal papers if a suit is brought; and</p> <p>2. Notify us in writing of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 2/09	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>6. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 4/08	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>6. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that Insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 6/09	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>6. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured;</p> <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 7/03	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge or a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether you are legally entitled to recover damages; and</p> <p>2. The amount of damages.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 7/04	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge or a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether you are legally entitled to recover damages; and</p> <p>2. The amount of damages.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
COLORADO PERSONAL AUTO POLICY	SA-1852/COE P 7/05	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>5. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>A. Our limit of liability will be the lesser of:</p> <p>1. The actual cash value of your covered auto; or</p> <p>2. The amount necessary to repair or replace your covered auto.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>Property damage as used under this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to property owned by you while contained in your covered auto.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that insured is legally entitled to recover damages; or</p> <p>2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge or a court having jurisdiction.</p> <p>B. Each party will:</p> <p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether you are legally entitled to recover damages; and</p> <p>2. The amount of damages.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
GEORGIA PERSONAL AUTO POLICY	SA-1852/GAEP 12/05	<p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident, whether insured or not. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within a reasonable amount of time. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury; and 2. Property damage; caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured/underinsured motor vehicle. <p>We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an insured and the insurer of the uninsured/underinsured motor vehicle for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto (including the resulting loss of use); and 2. Any property owned by a person listed in 1. and 2. of the definition of "Insured," while contained in your covered auto. 	None.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
GEORGIA PERSONAL AUTO POLICY	SA-1852/GAEP 7/03	<p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident, whether insured or not. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p>	<p>C. A person seeking Uninsured/Underinsured Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within a reasonable amount of time. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an Insured is legally entitled to recover from the owner or operator of an uninsured/underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured/underinsured motor vehicle. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an Insured and the insurer of the uninsured/underinsured motor vehicle for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto (including the resulting loss of use); and 2. Any property owned by a person listed in 1. and 2. of the definition of "insured," while contained in your covered auto. 	None.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
GEORGIA PERSONAL AUTO POLICY	SA-1852/GAEP 2/02	<p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident, whether insured or not. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p>	<p>C. A person seeking Uninsured/Underinsured Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within a reasonable amount of time. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured/underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured/underinsured motor vehicle. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an insured and the insurer of the uninsured/underinsured motor vehicle for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto (including the resulting loss of use); and 2. Any property owned by a person listed in 1. and 2. of the definition of "Insured," while contained in your covered auto. 	None.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
GEORGIA PERSONAL AUTO POLICY	SA-1852/GAEP 1/08	<p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident, whether insured or not. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p>	<p>A person seeking Uninsured/Underinsured Coverage must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. 	<p>A. We will pay damages which an Insured is legally entitled to recover from the owner or operator of an uninsured/underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident; and 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured/underinsured motor vehicle. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an Insured and the insurer of the uninsured/underinsured motor vehicle for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing. Any judgment for damages arising out of suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto (including the resulting loss of use); and 2. Any property owned by a person listed in 1. and 2. of the definition of "Insured," while contained in your covered auto. 	None.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
GEORGIA SPECIALTY AUTO POLICY	SA-1714/GAEP 2/02	<p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident, whether insured or not. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p>	<p>C. A person seeking Uninsured/Underinsured Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within a reasonable amount of time. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured/underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured/underinsured motor vehicle. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an insured and the insurer of the uninsured/underinsured motor vehicle for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto (including the resulting loss of use); and 2. Any property owned by a person listed in 1. and 2. of the definition of "insured," while contained in your covered auto. 	None.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
GEORGIA PERSONAL AUTO POLICY	SA-1714/GAEP 7/03	<p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident, whether insured or not. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within a reasonable amount of time. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured/underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured/underinsured motor vehicle. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an insured and the Insurer of the uninsured/underinsured motor vehicle for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto (including the resulting loss of use); and 2. Any property owned by a person listed in 1. and 2. of the definition of "insured," while contained in your covered auto. 	None.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
GEORGIA PERSONAL AUTO POLICY	SA-1714/GAEP 12/05	<p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Coverage is our maximum limit of liability for all property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident, whether insured or not. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within a reasonable amount of time. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured/underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury; and 2. Property damage; caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured/underinsured motor vehicle. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an insured and the insurer of the uninsured/underinsured motor vehicle for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto (including the resulting loss of use); and 2. Any property owned by a person listed in 1. and 2. of the definition of "insured," while contained in your covered auto. 	None.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/IDEP 3/05	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums paid because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 1. If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance. 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE</p> <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>ARBITRATION A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by the insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated. Arbitration shall begin upon a written demand from either party. <p>1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding.</p> <p>2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding.</p> <p>3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
						county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/IDEP 2/09	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <p>1. \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto.</p> <p>2. \$100 in all other cases.</p> <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums paid because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <p>1. If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <p>a. neither one by itself is sufficient to cover the loss; and</p> <p>b. you will not recover more than the actual damages, less the applicable deductible.</p> <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE</p> <p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p>	<p>None. Arbitration language is available only regarding uninsured motorist bodily injury or underinsured motorist bodily injury. It is not present in the uninsured motorist property damage section.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/IDEP 1/03	D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.	C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. We will pay under this coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.	None.	ARBITRATION A. If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/DEP 9/07	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums paid because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 1. If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance. 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance. 	<p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run if a driver is involved. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>We will pay damages under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/IDEP 9/00	D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.	<p>A person seeking Underinsured Motorists Coverage must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the Insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p> <p>We will pay under this coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. 	None.	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/IDEP 8/08 G1	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums paid because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 1. If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance. 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance. 	<p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by that insured; and 2. Caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. <p>Any judgment for damages arising out of suit Brought without our written consent is not binding on us.</p>	<p>"Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. <p>"Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two or the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/IDEP 7/06	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums paid because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 1. If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance. 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance. 	<p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-1852/IDEP 4/09	E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.	C. A person seeking Uninsured Motorists Coverage Or Underinsured Motorists Coverage must also: 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury: 1. Sustained by that insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit Brought without our written consent is not binding on us.	"Property damage" as used in this coverage means injury to, destruction of or loss of use of: 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.	If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-2522//DEP 1/03	D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.	C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. We will pay under this coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.	None.	A. If we and an insured do not agree: 1. Whether an insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-2522/IDEP 3/05	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums paid because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> neither one by itself is sufficient to cover the loss; and you will not recover more than the actual damages, less the applicable deductible. With respect to all other property, this coverage shall be excess over any other collectible insurance. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> Promptly notify the police if a hit-and-run driver is involved. Promptly send us copies of the legal papers if a suit is brought. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> Your covered auto. Any property owned by an insured. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> Whether an insured is legally entitled to recover damages; or As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> Pay the expenses it incurs; and Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Major Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
IDAHO PERSONAL AUTO POLICY	SA-2522/IDEP 7/02	D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.	C. A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury: 1. Sustained by an insured; and 2. Caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. We will pay under this coverage only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.	None.	A. If we and an insured do not agree: 1. Whether an insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
ILLINOIS SPECIALTY AUTO POLICY	SA-1783/IL EP 11/99	<p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>5. If the owner or operator of the uninsured motor vehicle cannot be identified.</p>	<p>A person seeking Property Damage Uninsured Motorists Coverage must:</p> <p>1. Promptly send us copies of the legal papers if a suit is brought.</p> <p>2. Provide us with:</p> <p>a. the name and address of the owner of the uninsured motor vehicle; or</p> <p>b. the registration number and description of such vehicle; or</p> <p>c. any other available information to establish that there is no applicable motor vehicle property damage liability insurance.</p>	<p>We will pay all sums which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage sustained by the insured, caused by an accident involving actual physical contact of an uninsured motor vehicle with the insured motor vehicle, and arising out of the ownership, maintenance or use of such uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of the insured automobile. However, property damage does not include:</p> <p>1. Loss of use of the insured automobile; or</p> <p>2. Damage to personal property contained in the insured automobile.</p>	<p>If any person making claim hereunder and we do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of property damage, or do not agree as to the amount of payment which may be owing under this insurance, then, the matter or matters upon which such person and the company do not agree shall be settled in accordance with the rules of the American Arbitration Association. Either party may make a written demand for arbitration. In this event, each party to the dispute shall select an arbitrator and the two arbitrators so named shall select a third arbitrator. If such arbitrators are not selected within 45 days, either party may request that such arbitration be submitted to the American Arbitration Association. Any decision made by the arbitrators shall be binding for the amount of damages not exceeding the limits for property damage set forth in Section 7-203 of The Illinois Vehicle Code. We will bear all the expenses of the arbitration except when the recovery of the person making claim exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, such person will be responsible for payment of such person's expenses and an equal share of the expenses of the third arbitrator up to the amount by which such person's recovery exceeds the statutory minimum.</p>
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 11/08	<p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>5. If the owner or operator of the</p>	<p>A person seeking Property Damage Uninsured Motorists Coverage must also:</p> <p>1. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages; either party may make a written</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		uninsured motor vehicle cannot be identified.	2. Provide us with: a. The name and address of the owner of the uninsured motor vehicle ; or b. The registration number or description of such vehicle; or c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.	caused by an accident arising out of actual physical contact with your covered auto . The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle . Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	covered auto; or 2. Damage to personal property contained in your covered auto other than a child restraint system that: a. meets the applicable standards of the Illinois Child Passenger Protection Act; and b. was in use by the child at the time of the accident for which this coverage applies.	demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for: 1. Payment of his or her expenses; and 2. An equal share of the third arbitrator's expenses. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought: 1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rule shall apply. 2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply. In all other cases, local rules of law as to procedure and evidence shall apply. D. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
						damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 8/08	<p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>5. If the owner or operator of the uninsured motor vehicle cannot be identified.</p>	<p>A person seeking Property Damage Uninsured Motorists Coverage must also:</p> <p>1. Promptly send us copies of the legal papers if a suit is brought.</p> <p>2. Provide us with:</p> <p>a. The name and address of the owner of the uninsured motor vehicle; or</p> <p>b. The registration number or description of such vehicle; or</p> <p>c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that:</p> <p>a. meets the applicable standards of the Illinois Child Passenger Protection Act; and</p> <p>b. was in use by the child at the time of the accident for which this coverage applies.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for:</p> <p>1. Payment of his or her expenses; and</p> <p>2. An equal share of the third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
						<p>sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rule shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.</p> <p>In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p>
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 8/06	<p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>5. If the owner or operator of the uninsured motor vehicle cannot be identified.</p>	<p>A person seeking Property Damage Uninsured Motorists Coverage must also:</p> <p>1. Promptly send us copies of the legal papers if a suit is brought.</p> <p>2. Provide us with:</p> <p>a. The name and address of the owner of the uninsured motor vehicle; or</p> <p>b. The registration number or description of such vehicle; or</p> <p>c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that:</p> <p>a. meets the applicable standards of the Illinois Child Passenger Protection Act; and</p> <p>b. was in use by the child at the time of the accident for which this coverage applies.</p>	<p>A. If we and an Insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when</p>

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				damages arising out of a suit brought without our written consent is not binding on us.		<p>the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for:</p> <p>1. Payment of his or her expenses; and</p> <p>2. An equal share of the third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rule shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.</p> <p>In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand</p>

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						must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 7/05	<p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>5. If the owner or operator of the uninsured motor vehicle cannot be identified.</p>	<p>A person seeking Property Damage Uninsured Motorists Coverage must also:</p> <p>1. Promptly send us copies of the legal papers if a suit is brought.</p> <p>2. Provide us with:</p> <p>a. The name and address of the owner of the uninsured motor vehicle; or</p> <p>b. The registration number or description of such vehicle; or</p> <p>c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that:</p> <p>a. meets the applicable standards of the Illinois Child Passenger Protection Act; and</p> <p>b. was in use by the child at the time of the accident for which this coverage applies.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for:</p> <p>1. Payment of his or her expenses; and</p> <p>2. An equal share of the third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall</p>

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						<p>apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.</p> <p>In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p>
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 6/09	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>5. If the owner or operator of the uninsured motor vehicle cannot be identified.</p>	<p>A person seeking Property Damage Uninsured Motorists Coverage must also:</p> <p>1. Promptly send us copies of the legal papers if a suit is brought.</p> <p>2. Provide us with:</p> <p>a. The name and address of the owner of the uninsured motor vehicle; or</p> <p>b. The registration number or description of such vehicle; or</p> <p>c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that:</p> <p>a. meets the applicable standards of the Illinois Child Passenger Protection Act; and</p> <p>b. was in use by the child at the time of the accident for which this coverage applies.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which</p>

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						<p>the insured's recovery exceeds the statutory minimum for:</p> <ol style="list-style-type: none"> 1. Payment of his or her expenses; and 2. An equal share of the third arbitrator's expenses. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <ol style="list-style-type: none"> 1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rule shall apply. 2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply. In all other cases, local rules of law as to procedure and evidence shall apply. <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 6/03	4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy. 5. If the owner or operator of the uninsured motor vehicle cannot be identified.	A person seeking Property Damage Uninsured Motorists Coverage must also: 1. Promptly send us copies of the legal papers if a suit is brought. 2. Provide us with: a. The name and address of the owner of the uninsured motor vehicle ; or b. The registration number or description of such vehicle; or c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.	We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto . The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle . Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	"Property damage" as used in this coverage means injury to or destruction of your covered auto . However, property damage does not include: 1. Loss of use of your covered auto ; or 2. Damage to personal property contained in your covered auto other than a child restraint system that: a. meets the applicable standards of the Illinois Child Passenger Protection Act; and b. was in use by the child at the time of the accident for which this coverage applies.	binding. A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this part; or 2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for: 1. Payment of his or her expenses; and 2. An equal share of the third arbitrator's expenses. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought: 1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply. 2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of

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						evidence that apply in the circuit court for placing medical opinions into evidence shall apply. In all other cases, local rules of law as to procedure and evidence shall apply. D. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 5/06	4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy. 5. If the owner or operator of the uninsured motor vehicle cannot be identified.	A person seeking Property Damage Uninsured Motorists Coverage must also: 1. Promptly send us copies of the legal papers if a suit is brought. 2. Provide us with: a. The name and address of the owner of the uninsured motor vehicle; or b. The registration number or description of such vehicle; or c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.	We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include: 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto other than a child restraint system that: a. meets the applicable standards of the Illinois Child Passenger Protection Act; and b. was in use by the child at the time of the accident for which this coverage applies.	A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this part; or 2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for: 1. Payment of his or her expenses; and 2. An equal share of the

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						<p>third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rule shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.</p> <p>In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p>
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 4/05	4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any	A person seeking Property Damage Uninsured Motorists Coverage must also:	We will pay damages which you are legally entitled to recover from the	"Property damage" as used in this coverage means injury to or destruction of your covered auto.	A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under

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		<p>other policy.</p> <p>5. If the owner or operator of the uninsured motor vehicle cannot be identified.</p>	<p>1. Promptly send us copies of the legal papers if a suit is brought.</p> <p>2. Provide us with:</p> <p>a. The name and address of the owner of the uninsured motor vehicle; or</p> <p>b. The registration number or description of such vehicle; or</p> <p>c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.</p>	<p>owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that:</p> <p>a. meets the applicable standards of the Illinois Child Passenger Protection Act; and</p> <p>b. was in use by the child at the time of the accident for which this coverage applies.</p>	<p>this part; or</p> <p>2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for:</p> <p>1. Payment of his or her expenses; and</p> <p>2. An equal share of the third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
						shall apply. In all other cases, local rules of law as to procedure and evidence shall apply. D. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 2/09	4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy. 5. If the owner or operator of the uninsured motor vehicle cannot be identified.	A person seeking Property Damage Uninsured Motorists Coverage must also: 1. Promptly send us copies of the legal papers if a suit is brought. 2. Provide us with: a. The name and address of the owner of the uninsured motor vehicle; or b. The registration number or description of such vehicle; or c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.	We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include: 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto other than a child restraint system that: a. meets the applicable standards of the Illinois Child Passenger Protection Act; and b. was in use by the child at the time of the accident for which this coverage applies.	A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this part; or 2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for: 1. Payment of his or her expenses; and 2. An equal share of the third arbitrator's expenses. C. Unless both parties agree otherwise, arbitration will take

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
						<p>place in the county in which the insured lives. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rule shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply. In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p>
ILLINOIS PERSONAL AUTO POLICY	SA-1852/IL EP 1/01	<p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p> <p>5. If the owner or operator of the uninsured motor</p>	<p>A person seeking Property Damage Uninsured Motorists Coverage must also:</p> <p>1. Promptly send us copies of the legal papers if a suit is brought.</p> <p>2. Provide us with:</p>	<p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p>	<p>If we and an Insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this endorsement; or</p> <p>2. As to the amount of damages which are recoverable by that</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		vehicle cannot be identified	a. The name and address of the owner of the uninsured motor vehicle ; or b. The registration number or description of such vehicle; or c. Any other available information to establish that there is no applicable motor vehicle property damage liability insurance.	caused by an accident arising out of actual physical contact with your covered auto . The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle . Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	2. Damage to personal property contained in your covered auto other than a child restraint system that: a. meets the applicable standards of the Illinois Child Passenger Protection Act; and b. was in use by the child at the time of the accident for which this coverage applies.	Insured ; from the owner or operator of an uninsured motor vehicle , then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
INDIANA PERSONAL AUTO POLICY	SA-1852/INE P 10/06	<p>8. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle if the Declarations indicate that the deductible applies to this coverage.</p> <p>The limit of liability shown in the Declarations for Uninsured Motorists Coverage is our maximum Limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B or any Underinsured Motorists Coverage provided by this policy.</p> <p>G. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p>	<p>C. A person seeking Uninsured Motorists Coverage Or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative Settlement between the insured and the insurer of an underinsured motor vehicle. Such notice must include certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle. 4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle. 	<p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident if the Declarations indicate that both bodily injury and property damage Uninsured Motorists Coverage applies. However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, item 3. of the definition of uninsured motor vehicle, concerning an unidentified hit-and-run vehicle, will not apply to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. Any judgment for damages arising out of suit Brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of definition of insured or while contained in your covered auto. However, property damage shall not include loss of use of damaged or destroyed property. 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
INDIANA PERSONAL AUTO POLICY	SA-1852/INE P 8/08	<p>8. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle if the Declarations indicate that the</p>	<p>C. A person seeking Uninsured Motorists Coverage Or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other Civil authority within twenty-four (24) hours or as soon as 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident; and 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of definition of insured or while 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		deductible applies to this coverage. The limit of liability shown in the Declarations for Uninsured Motorists Coverage is our maximum Limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B or any Underinsured Motorists Coverage provided by this policy. G. No payment will be made for loss paid or payable to the insured under Part D of the policy.	practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle . Such notice must include certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle . 4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle .	2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies. However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, item 3. of the definition of uninsured motor vehicle , concerning an unidentified hit-and-run vehicle, will not apply to property damage . The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle . Any judgment for damages arising out of suit Brought without our written consent is not binding on us.	contained in your covered auto . However, property damage shall not include loss of use of damaged or destroyed property.	concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
INDIANA PERSONAL AUTO POLICY	SA-1852/INE P 5/06	8. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle if the Declarations indicate that the deductible applies to this coverage. The limit of liability shown in the Declarations for Uninsured Motorists Coverage is our maximum Limit of liability for all damages resulting from any one auto accident.	C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also: 1. Report the accident to the police or other Civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies. However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, item 3. of the	None.	A. If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B or any Underinsured Motorists Coverage provided by this policy.</p> <p>G. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p>	<p>vehicle. Such notice must include certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle.</p> <p>4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle.</p>	<p>definition of uninsured motor vehicle, concerning an unidentified hit-and-run vehicle, will not apply to property damage.</p> <p>SA-1852/INEP 5/06 — 8 —</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us.</p>		<p>in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
Indiana Personal Auto Policy	SA-1852/INEP 3/06	<p>6. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle if the Declarations indicate that the deductible applies to this coverage.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A or Part B or any 2. Any 	<p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. Such notice must include certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle. 4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident if the Declarations indicate that both bodily injury and property damage Uninsured Motorists Coverage applies. However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, Item 3 of the definition of the uninsured motor vehicle, concerning an unidentified hit-and-run vehicle, will not apply to property damage. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured</p> 	<p>"Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of definition of insured or while contained in your covered auto. <p>However, property damage shall not include loss of use of damaged or destroyed property.</p>	<p>A. If we and an uninsured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>From the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a

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		Underinsured Motorists Coverage provided by this policy. F. No payment will be made for loss paid or payable to the insured under Part D of the policy.		motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.		trial. This demand might be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
INDIANA PERSONAL AUTO POLICY	SA-1852/INE P 4/05	6. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle if the Declarations indicate that the deductible applies to this coverage. This is the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and: 1. Part A or Part B or 2. Any Underinsured Motorists Coverage provided by this policy. G. No payment will be made for loss paid or payable to the insured under Part D of the policy.	C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. Such notice must include certification of the Liability Coverage limits of the owner or operator of the underinsured motor vehicle. 4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident if the Declarations indicate that both bodily injury and property damage Uninsured Motorists Coverage applies. However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, item 3. of the definition of uninsured motor vehicle, concerning an unidentified hit-and run vehicle, will not apply to property damage. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	C. "Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of definition of insured or while contained in your covered auto. However, property damage shall not include loss of use of damaged or destroyed property.	A. If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
INDIANA PERSONAL AUTO POLICY	SA-1714/INE P 4/02	6. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle if the	C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by	C. "Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the	A. If we and an insured do not agree: 1. Whether that person is legally entitled to recover damages under this Part; or 2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>Declarations indicate that the deductible applies to this coverage.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A or Part B or 2. Any Underinsured Motorists Coverage provided by this policy. <p>F. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p>	<p>copies of the legal papers if a suit is brought.</p> <p>3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle.</p> <p>Such notice must include certification of the liability coverage limits of the owner or operator of the underinsured motor vehicle.</p> <p>4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of the underinsured motor vehicle.</p>	<p>an accident; and</p> <p>2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.</p> <p>However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, item 3. of the definition of uninsured motor vehicle, concerning an unidentified hit-and run vehicle, will not apply to property damage.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>definition of insured or while contained in your covered auto.</p> <p>However, property damage shall not include loss of use of damaged or destroyed property.</p>	<p>under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
INDIANA PERSONAL AUTO POLICY	SA-1714/INE P 4/05	<p>6. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle if the Declarations indicate that the deductible applies to this coverage.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the auto accident. <p>D. No one will be entitled to receive duplicate</p>	<p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us in writing of a tentative settlement between the insured and the insurer of an underinsured motor vehicle. Such notice must include certification of the liability coverage limits of the owner or operator of the underinsured motor vehicle. 4. Allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident if the Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies. <p>However, when both bodily injury and property damage Uninsured Motorists Coverage is afforded, item 3. of the definition of uninsured motor vehicle, concerning an unidentified hit-and run vehicle, will not apply to property damage.</p> <p>The owner's or operator's liability for these damages must arise out of the</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the definition of insured or while contained in your covered auto. <p>However, property damage shall not include loss of use of damaged or destroyed property.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that person is legally entitled to recover damages under this Part; or 2. As to the amount of damages recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs, and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p>

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		<p>payments for the same elements of loss under this coverage and:</p> <p>1. Part A or Part B or</p> <p>2. Any Underinsured Motorists Coverage provided by this policy.</p> <p>G. No payment will be made for loss paid or payable to the insured under Part D of the policy.</p>	owner or operator of the underinsured motor vehicle.	ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.		<p>1. Whether the insured is legally entitled to recover damages; and</p> <p>2. The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p>
INDIANA PERSONAL AUTO POLICY	SA-2522/INE P 4/05	<p>EXCLUSIONS</p> <p>A. We do not provide Uninsured Motorists Coverage for property damage:</p> <p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>4. To any motor vehicle owned by you for which you have purchased Collision Coverage under this policy or any other policy.</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE</p> <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto other than a child restraint system that: a. meets the applicable standards of the Illinois Child Passenger Protection Act; and b. was in use by the child at the time of the accident for which this coverage applies.</p>	<p>A. If we and an insured do not agree:</p> <p>1. Whether that person is legally entitled to recover damages under this part; or</p> <p>2. As to the amount of damages; either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association.</p> <p>B. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible up to the amount by which the insured's recovery exceeds the statutory minimum for:</p> <p>1. Payment of his or her expenses; and</p> <p>2. An equal share of the third arbitrator's expenses.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives.</p> <p>If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:</p> <p>1. Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.</p> <p>2. Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply. In all other cases, local rules of law as to procedure and evidence shall apply.</p> <p>D. A decision agreed to by two of the arbitrators will be binding as to:</p> <p>1. Whether the insured is legally</p>